United States Bankruptcy Court 61288, Houston TX 77208	SOUTHERN DISTRICT OF TEXAS P.O.Box (Houston Division)	PROOF OF CLAIM

Name of Debtors	Case Number	788-59222
☒ Stage Stores, Inc., a Delaware corporation ___ Specialty Retailers, Inc., a Texas corporation ___ Specialty Retailers, Inc. (NV), a Nevada corporation	00-35078-H2-11 00-35079-H2-11 00-35080-H2-11	Creditor ID#:

*place an "x" beside the name of the Debtor you are filing a claim against

Name of Creditor (The person or other entity to whom the debtor owes money or property): Syncsort Inc	___ Check box if you are aware that anyone else a filed a proof of claim relating to your claim. **Attach copy of statement giving particulars.**

United States District Court
Southern District of Texas
RECEIVED
SEP 20 2000
Michael N. Milby, Clerk of Court

Name and address where notices should be sent: ***********************AUTO**MIXED AADC 900 Syncsort Inc 50 Tice Blvd Cn 18 Woodcliff Lake NJ 07675-7654 llllllllllllllllllllllllllllllllllllllllll	___ Check box if you have never received any notices from the bankruptcy court in this case ___ Check box if the address differs from the address on the envelope sent to you by the court.

Account or other number by which creditor identifies debtor: 8212	Check here if this claim	___ replaces ___ amends	a previously filed claim, dated: _____

1. Basis for Claim
- ___ Goods sold
- ___ Services performed
- ___ Money loaned
- ___ Personal injury/wrongful death
- ___ Taxes
- ☒ Other Contracted licensee of Software Technology

- ___ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ___ Wages, salaries, and compensation (Fill out below)

Your SS#: _____ - _____ - _____

Unpaid compensation for services performed

from _____ to _____
(date)   (date)

2. Date debt was incurred: 4-30-00

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 20,422.20

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

___ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

___ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:
- ___ Real Estate   ___ Motor Vehicle
- ___ Other All personal and intangible property of Debtor's Estate

Value of Collateral: $ ____

Amount of arrearage and other charges at time case filed included in secured claim, if any $ _____

6. Unsecured Priority Claim.

___ Check this box if you have an unsecured priority claim
Amount entitled to priority $ _____
Specify the priority of the claim:
- ___ Wages, salaries, or commissions (up to $4,300),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)
- ___ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- ___ Up to $1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- ___ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- ___ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- ___ Other – Specify applicable paragraph of 11 U.S.C. § 507(a-___).

*Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

This Space Is for Court Use Only

1653

Date 7/24/00	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): S R. LOYKA CONTROLLER

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Statement of Account

**BIll
To:** STAGE STORES INC.
ATTN: JAY ZACHARIAS
    MANAGER OF SYSTEMS
10201 MAIN STREET
HOUSTON   TX 77025

Date: *24-Jul-00*
Account: *B212*

Invoice			Payments	Balance
Date	Number	Amount		
Total Contracted License for Use of Software Technology				
Apr-00				
SyncSort MVS				
Apr-00	00040451	4,086.44	0.00	4,086.44
Apr-01		4,086.44	0.00	4,086.44
Apr-02		4,086.44	0.00	4,086.44
Apr-03		4,086.44	0.00	4,086.44
Apr-04		4,086.44	0.00	4,086.44
Totals		20,432.20	0.00	20,432.20

**** Total includes Texas Sales Tax

syncsort

SYNCSORT INCORPORATED
50 TICE BOULEVARD

WOODCLIFF LAKE, N.J. 07677
TEL (201) 930-9700   FAX (201) 930-8222

INVOICE

INVOICE DATE	INVOICE NUMBER
04/28/2000	00040451

BILL TO:

STAGE STORES INC.   S#B212
ATTN: JAY ZACHARIAS
          MANAGER OF SYSTEMS
10201 MAIN STREET
HOUSTON   TX 77025

IF PAYING BY ELECTRONIC
FUNDS TRANSFER, WIRE PMT TO
CHASE MANHATTAN BANK, NY, NY
ABA ID # 021000021
ACCT # 114-042616

DESCRIPTION	AMOUNT
00A SYNCSORT MVS 04/30/00-04/29/01 4,525.00/YEAR	$ 3,775.00
STATE TAX - TEXAS	$ 311.44
	$ 4,086.44

**** ORIGINAL ****

syncsort

Schedule For Program Product(s) License(s) and/or Program Product(s) Maintenance Service(s)

KBK

The SCHEDULE below and the conditions on the reverse side are hereby made part of the Agreement for Program Product(s) and/or Program Product(s) Maintenance Service(s) dated 1/22/86

| PROGRAM PRODUCT | L or M | TERM | | COMPUTER SYSTEM | COMPUTER SITE ADDRESS | FEES (IN US $) | FOR SSI INTERNAL USE ONLY |
		EFFECTIVE DATE	DURATION				
SYNCSORT MFX	L	4-30-00	5 yrs.	CPU Model: 9672-RB6 System ID: Operating System: OS/390	10201 Main Street Houston, TX 77025	4/30/00: $3,775.00 4/01, 4/02, 4/03, 4/04: $4,525.00 Per Year	B212-00A
				CPU Model: System ID: Operating System:			
				CPU Model: System ID: Operating System:			
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				CPU Model: System ID: Operating System:			
				CPU Model: System ID: Operating System:			

Program Product(s) — SyncSort MFS, SyncSort/BACKUP, SyncSort UNIX, etc.
L or M — L II License; M II MAINTENANCE PROVISION.
Term—Effective Date — Start date of License or MAINTENANCE PROVISION.
—Duration — 5 yrs., etc., or P M perpetual.
Computer System—CPU Model — IBM 9021-982, AMDAHL 5995-5670M, DEC VAX 6000-610, HP H70, etc.

Computer System—System ID — Serial No. of CPU, and/or Network Node Name
—Operating System — MVS/ESA, DOS/VSE, VMS, HP-UX, AIX, SOLARIS, etc.

Computer Site Address — Address of computer site where Program Product will be used.

Fees — Enter both amount and frequency of payment.

ACCEPTED BY: Stage Stores Inc.
LICENSEE

ACCEPTED BY: SYNCSORT INCORPORATED

AUTHORIZED SIGNATURE

NAME Manager of Systems TITLE 5-1-00 DATE

/ Stephen S. Katz VP, Finance and Administration
NAME TITLE DATE

syncsort
INC.

Dated 1/22/86

License Agreement For Program Products

CA

Between
Syncsort Incorporated
a New Jersey Corporation
with offices at:
560 Sylvan Avenue,
Englewood Cliffs,
New Jersey 07632
(hereinafter called "SSI")
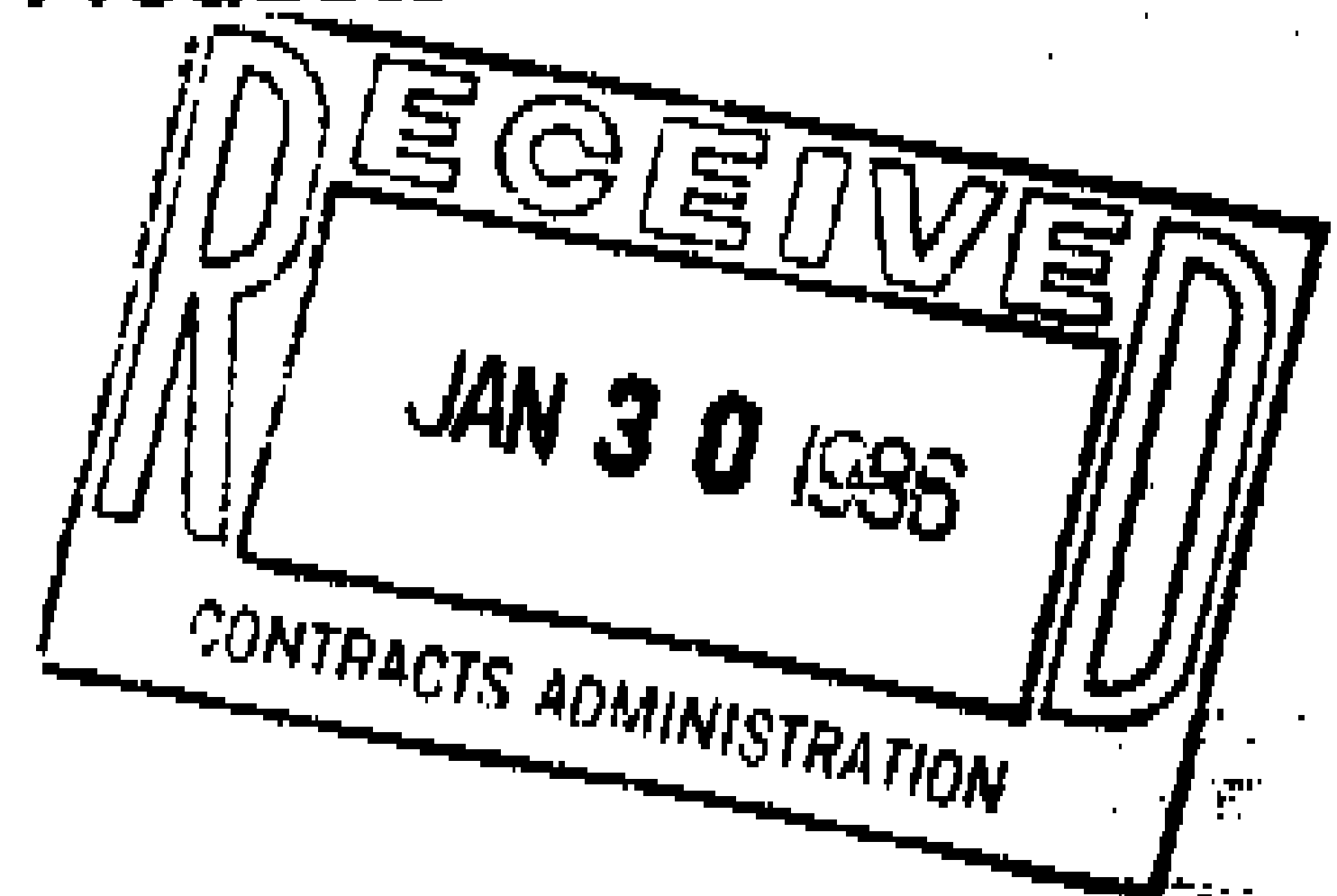
And

PALAIS ROYAL OF HOUSTON, INC.
_____(company)_____

a _____TEXAS_____ Corporation
_____(state)_____

with offices at: _

_____10201 SOUTH MAIN_____
_____(address)_____

HOUSTON, TEXAS 77025
_____

(hereinafter called "LICENSEE")

1. LICENSE(S)
SSI hereby grants to LICENSEE, and LICENSEE hereby accepts, a non-exclusive and non-transferable license(s) to use certain Program Product(s) ("PRODUCT(s)").
Each license licenses the use of a single PRODUCT and is subject to the terms and conditions of this Agreement.
Each license is to be specified in a properly executed License Schedule ("SCHEDULE") which is made part of this Agreement.

2. SCOPE OF LICENSE(S)
Each license for a Class A PRODUCT, specified in a SCHEDULE, authorizes the LICENSEE to use such PRODUCT only on the compute designated for such license in the SCHEDULE or, upon written notice to SSI, on a future replacement of such computer.
Each license for a Class B PRODUCT, specified in a SCHEDULE, authorizes the LICENSEE to use such PRODUCT only at the compute site designated for such license in the SCHEDULE or, upon written notice to SSI, at a future replacement of such computer site.
LICENSEE is further authorized to use the PRODUCT(s) on a temporary basis, on a back-up computer or at a back-up site when th designated computer or site is inoperable, until operable status is restored.

3. TERM AND FEES
The initial term of each license and associated license fees shall be as set forth in the SCHEDULE(s). Fees shall be paid in full with thirty (30) days from date of invoice.

This Agreement, including the terms and conditions set forth on its reverse side, constitutes the entire understanding between the parties wi respect to the matter contained herein and supersedes all prior agreements and representations whether written or oral. This Agreeme may not be modified except in writing signed by authorized representatives of both parties.

This Agreement shall become binding when accepted by SSI at Englewood Cliffs, New Jersey.

ACCEPTED: PALAIS ROYAL OF HOUSTON, INC.
Licensee
BY: _____
Authorized Signature
EUGENE A. GOOD
Name
V/P OF MIS
Title
1/22/86
Date

ACCEPTED BY:
SYNCSORT INCORPORATED
BY: _____
Authorized Signature
Stephen S. Kutz
Name
Vice President—Finance & Administration
Title
2/4/86
Date

SSI'S COPY

4. MAINTENANCE AND ENHANCEMENTS

SSI shall provide the PRODUCT(s) in machine readable form.

During the term of each license, SSI shall provide to LICENSEE, free of charge, service for the purpose of correcting any programming errors in the PRODUCT(s) and all enhancements to the PRODUCT(s) which SSI shall make from time to time.

5. SOURCE CODE ESCROW

SSI represents that copies of the source code of the PRODUCT(s) have been deposited in escrow with the law firm of Delson & Gordon, 605 Third Avenue, New York, N.Y. 10158. In the event that prior to expiration of all licenses for a particular PRODUCT, specified in the SCHEDULE(s), SSI discontinues maintaining such PRODUCT for any reason, whatsoever, LICENSEE shall be entitled to obtain a copy of the source code of such PRODUCT from Delson & Gordon. Such source code shall be used by LICENSEE only for the purpose of internally supporting the PRODUCT.

6. WARRANTIES

SSI shall defend or, at its option, settle any claim, suit or proceeding brought against LICENSEE and based on a claim that the PRODUCT(s) infringe a third party's patent or copyright, provided that LICENSEE notifies SSI promptly in writing of any such claim, suit or proceeding and gives SSI full information and assistance to settle and/or defend.

SSI represents and warrants that the PRODUCT(s) shall be free of known programming errors, when delivered, and any service rendered by SSI shall be performed in a professional manner by qualified personnel. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Except as provided above, SSI's liability hereunder is limited solely to the correction of or replacement of the PRODUCT(s). SSI SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED BY THE PROGRAM PRODUCT(s), ITS USE OR OPERATION, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES AND LOSS OF PROFIT.

7. TITLE

Title to the PRODUCT(s) shall not be transferred to LICENSEE.

8. TAXES

The license fees, set forth in the SCHEDULE(s), do not include local, state or federal sales, use, excise, personal property or other similar taxes or duties. Any such taxes or duties, when applicable, shall be paid by LICENSEE to SSI within thirty (30) days from date of invoice, unless LICENSEE provides proof that such taxes or duties have been paid to the appropriate governmental authorities.

9. LICENSE EXTENSIONS

Upon expiration, the initial term of each license specified in the SCHEDULE(s) shall automatically be extended for successive terms of the same duration as the initial term, unless either party gives to the other a written notice of termination at least thirty (30) days prior to expiration of the initial or a subsequent extension term. All terms and conditions of this Agreement shall apply during such extension term(s), and the license fees for the extension term(s) shall be SSI's license fees then in effect.

10. DEFAULT

In the event that LICENSEE shall default in the payment of any license fees, hereunder, for a period exceeding thirty (30) days, or in the event of any default in or breach of the terms of this Agreement, or if LICENSEE becomes insolvent or if bankruptcy or receiver proceedings are initiated by or against LICENSEE. SSI shall have the right to terminate this Agreement. Upon such termination, all amounts that would have been due and payable for the entire term of then current licenses shall immediately become due and payable to SSI. LICENSEE shall be liable for reasonable attorney's fees incurred, by SSI, in connection with SSI's collection of any amounts due SSI hereunder.

11. CONFIDENTIALITY

LICENSEE recognizes that the PRODUCT(s) contain trade secrets and, accordingly, LICENSEE agrees not to disclose, transfer or otherwise make available the PRODUCT(s), including any flow charts, logic diagrams, code and any information revealing the PRODUCT(s)' structure, processes or methods of operation, to any person other than employees of LICENSEE who have a need to have such knowledge for use of the PRODUCT(s). LICENSEE further agrees to exercise, with respect to the PRODUCT(s), the same care and discretion to avoid disclosure, publication or dissemination as LICENSEE uses with respect to similar information of its own which it does not desire to have copied, disclosed, published or disseminated.

12. USE AND ASSIGNMENT

The rights and license(s) granted LICENSEE to use the PRODUCT(s) are restricted solely and exclusively to LICENSEE for its use for its normal business purposes. Such rights may not be assigned, subleased, or sold without the written approval of SSI.

13. ADDITIONAL LICENSES

In the event that LICENSEE desires (a) to extend the use of a licensed Class A PRODUCT to computers, in addition to those designated in the SCHEDULE(s) (as in the case of subsequent acquisition of additional computers), or (b) to extend the use of a licensed Class B PRODUCT to computer sites in addition to those designated in the SCHEDULE(s), LICENSEE shall notify SSI for the purpose of securing additional licenses as required. Such notification shall be done in writing at least thirty (30) days prior to commencement of such PRODUCT use.

14. ACCEPTANCE PERIOD

Each initial license shall have an Acceptance Period commencing on the date the corresponding PRODUCT is installed and continuing for a period of thiry (30) days for Class A PRODUCT(s) and sixty (60) days for Class B PRODUCT(s), from such date. LICENSEE shall have the right to terminate an initial license at any time during the Acceptance Period without any financial obligations.

15. RETURN OF PRODUCT(S) UPON LICENSE TERMINATION

Upon termination of all licenses for a particular PRODUCT, for any reason whatsoever, LICENSEE shall promptly certify to SSI, in writing, that LICENSEE has permanently eliminated the PRODUCT from its computers, tapes, disks or any other data storage media and that LICENSEE has ceased the use of the PRODUCT. LICENSEE shall promptly return to SSI, by postage prepaid mail, all tapes and manuals provided to LICENSEE by SSI.

16. SEVERABILITY

If any provision, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

17. LAW

The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of New York.